

the amount they are to pay him for the
crop \$100.00. Will Brown.

Mercer Quarterly Court.

Will Brown

the crops referred to in said order Plaintiff.
writing

-v- Answer and counter-claim and he thereupon accepted the same
or \$100.00 from said crops to the said

John Burgin &c

paid to them said \$100.00, and Defendants.

1..... The defendants John Burgin and White & McCroskey, for answer
and counter-claim against the plaintiff, deny that John Burgin is indebted
to the plaintiff in the sum of \$100.00 or any other sum or at all, or
for a balance due on payment of tobacco crop raised on Burgin's farm, or
any sum or for anything; deny that John Burgin has failed or refused to
pay the same.

Ex 2..... For further answer and counterclaim, the defendants, White & McCroskey
and John Burgin, state that in the year 1914 the plaintiff raised
on Burgin's farm a crop of tobacco under a contrant and arrangement by
which the tobacco was to be sold by Burgin and Brown to receive one-half
thereof less advances made by the landlord.

They state that on Dec. 20, 1913 the plaintiff executed and
delivered to White & McCroskey his written promisory note of that date
due and payable one year thereafter by which he agreed and promised to
pay to them \$146.78 with 6% from date ; that said note is long past due
and no part thereof has ever been paid, said note is filed as a part
here of marked note.